



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE  
REFER TO FILE: **PD-5**

November 27, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**GORMAN SHUTTLE AND ACTON-AGUA DULCE SHUTTLE SERVICES  
ONE-YEAR PILOT PROGRAM  
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the Gorman Shuttle and the Acton-Agua Dulce Shuttle Services are statutorily exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Director of Public Works or his designee to negotiate a contract directly with the Santa Clarita Valley Committee on Aging Corporation, essentially in the form of the enclosed draft contract, to provide the Acton-Agua Dulce Shuttle and Gorman Shuttle pilot services for a one-year demonstration period beginning January 2, 2003, with up to 12 one-month renewal options.
3. Delegate authority to the Director of Public Works or his designee to execute the contract after County Counsel has approved it as to form.
4. Authorize the Director of Public Works or his designee to annually encumber and disburse up to \$100,000 from the Fifth Supervisorial District's allocation of Proposition A Local Return Transit funds, available in the Transit Enterprise Fund, to finance the cost of these shuttle services.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to develop a public transit shuttle service program and to award a contract to provide these shuttle services in the unincorporated County areas of Acton, Agua Dulce, and Gorman. There are currently no public fixed-route or paratransit services available in these areas to the Santa Clarita Valley. This lack of public transit service represents a hardship for the general public and especially for seniors and people with disabilities who may need to attend medical appointments in the City of Santa Clarita. The pilot shuttle routes will help us assess the need for permanent public transit services in these communities to the Santa Clarita Valley.

### **Implementation of Strategic Plan Goals**

This contract meets the County's Strategic Plan Goals of Service Excellence, Organizational Effectiveness, Fiscal Responsibility, and Children and Family Well Being. Both services afford an opportunity for the public, including senior citizens and youth who have no other means of transportation, to gain access to other regional transportation systems. Providing these services improves the mobility of the patrons in the rural unincorporated areas.

### **FISCAL IMPACT/FINANCING**

The annual contract amount for these services is not-to-exceed \$100,000. This amount includes the estimated contract amount of \$60,000 for three-day-per-week service plus \$40,000 for potential changes and expansion to service routes and/or service hours during the pilot period beyond the contemplated scope of this contract. These additional funds will not be expended without the authorization of the Director of Public Works or his designee.

We are requesting the Board's authority for the Director to execute a contract, similar in form to the enclosed draft contract, and to approve the renewal options. This one-year contract will commence on January 2, 2003, and can be extended with 12 one-month renewal options. This contract may be canceled or terminated at any time by the County upon 30 days' written notice.

The Gorman Shuttle and Acton-Agua Dulce Shuttle services will be financed from the Fifth Supervisorial District's allocation of Proposition A Local Return Transit funds, available in the Transit Enterprise Fund, administered by Public Works for Fiscal Year 2002-03, 2003-04, and 2004-05. Application has been made to and the Los Angeles County Metropolitan Transportation Authority must approve both shuttle services as eligible for Proposition A Local Return Transit funding before service can begin. There will be no impact on net County cost.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract will be approved by County Counsel as to form before being executed.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended agreement, which is for services required on an intermittent and part-time basis.

The contract provides for mandatory drug and alcohol testing of drivers and vehicle maintenance staff. All vehicles are to be provided and maintained by the Contractor.

Public Works will confirm that the Child Support Services Department has received the Contractor's Principal Owner Information form in compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program). The final contract will contain an enclosure that reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The contract will contain Board-ordered contract terms regarding current and new employee notification of the Federal-Earned Income Tax Credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and nonpayment for services rendered after expiration or termination of the contract.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the Contractor will be required to submit a safety record. The Director shall review the safety record and only proceed with this contract if it reflects that activities conducted by the Contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this Contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

#### **ENVIRONMENTAL DOCUMENTATION**

These discretionary projects are statutorily exempt from California Environmental Quality Act pursuant to Public Resources Code Section 21080(b)(10) as passenger transportation projects on existing highways.

#### **CONTRACTING PROCESS**

We are utilizing a sole-source Contractor who has unique qualification in these areas to fill the transit needs during the pilot program. The remoteness of the rural Gorman and Acton areas will require a unique type of shuttle service that combines concepts from both fixed-route-style service and paratransit-style service to fulfill the anticipated transit needs. Neither Santa Clarita Transit nor Antelope Valley Transportation Authority were able to add these services on a temporary basis. If the one-year pilot program is successful, up to 12 months will be needed to complete the competitive procurement of an operator for the ongoing service.

The Santa Clarita Valley Committee on Aging Corporation has provided paratransit services to the Santa Clarita Valley since 1991. The agency also currently provides services such as congregate and home-delivered meals, visually-impaired assistance services, adult day-care, and respite service to senior citizens and functionally-impaired adults in the communities of Gorman, Aqua Dulce and Acton, and many other unincorporated areas in and around the Santa Clarita Valley. Their unique qualification in possessing both paratransit services experience and the familiarity with the senior and disabled communities in the service areas is vital to the success of the pilot program.

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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This action provides for the start up of a one-year pilot program for two new shuttle services. The award of this contract will not affect County personnel as this service is not currently being provided.

**CONCLUSION**

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

## C O N T R A C T

THIS CONTRACT, is made and entered into by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and Santa Clarity Valley Committee on Aging Corporation, hereinafter referred to as "CONTRACTOR":

## W I T N E S S E T H

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to provide shuttle services in COUNTY unincorporated areas of Gorman, Acton, and Aqua Dulce, hereinafter referred to as "SERVICE"; and

WHEREAS, COUNTY will finance the cost of SERVICE for the term of this CONTRACT using COUNTY'S Proposition A Local Return funds; and

WHEREAS, CONTRACTOR agrees to provide the aforementioned SERVICE in accordance with the hereinafter-mentioned conditions.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, COUNTY and CONTRACTOR agree as follows:

### 1. COMPLETE CONTRACT

This document constitutes the complete and exclusive statement of the terms of CONTRACT between COUNTY and CONTRACTOR, and it supersedes all prior representations, understanding, and communications. The invalidity, in whole or in part, of any provision of this CONTRACT shall not affect the validity of other provisions. Notwithstanding the foregoing, CONTRACTOR'S representations made in any proposal to procure this CONTRACT are hereby incorporated by reference, provided such representations are consistent with the terms and conditions of this CONTRACT.

### 2. TERM OF CONTRACT

The term of SERVICE under CONTRACT shall be from January 2, 2003, through December 31, 2003. After the initial one (1)-year pilot program period, CONTRACT may be extended on a month-to-month basis up to twelve months. COUNTY, acting through the COUNTY'S Director of Public Works (DIRECTOR), will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This CONTRACT may be canceled or terminated at any time by COUNTY without cause upon the giving of at least 30 days' written notice to CONTRACTOR.

### 3. GENERAL SCOPE OF WORK

CONTRACTOR shall operate SERVICE subject to the provisions of CONTRACT. Subject only to the general policies and direction of COUNTY with regard to management and operations, and to the provisions and requirements of this CONTRACT, CONTRACTOR shall do all things necessary to manage, operate, maintain, and store any and all equipment required pursuant to Section 5 herein. CONTRACTOR shall perform all acts necessary to provide the SERVICE including, but not limited to, providing executive and administrative management of its operations; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, providing facilities, equipment, parts, and supplies required in the operation of SERVICE unless specifically identified to be contributed by COUNTY.

### 4. SERVICE DEFINITION

SERVICE definition shall be as specified in Appendix A.

There are no services for Gorman/Acton shuttle service on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas day.

### 5. EQUIPMENT

#### A. Transit Vehicles

##### 1. CONTRACTOR Vehicles

Unless otherwise determined by COUNTY, at its sole and absolute discretion, SERVICE shall be provided by CONTRACTOR by using CONTRACTOR-provided vehicles. CONTRACTOR shall be responsible to provide one vehicle that meet or exceed the required specifications described in Appendix B, hereinafter referred to as "VEHICLE."

a. VEHICLE Signage

CONTRACTOR will be required to provide signage. If the same VEHICLE is utilized for the Acton Shuttle and the Gorman Shuttle, VEHICLE shall be properly identified using removable signage, window placards, or other methods approved by COUNTY for SERVICE prior to the implementation.

2. Support Vehicles

CONTRACTOR shall provide all other vehicles necessary for adequate supervisory and maintenance support in providing SERVICE. These vehicles must be in good operating condition and appearance to the reasonable satisfaction of COUNTY.

B. Communication Equipment

CONTRACTOR shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in SERVICE. CONTRACTOR shall be responsible for proper maintenance of said equipment on all vehicles and shall comply with all applicable Federal statutes and regulations in connection with such use. CONTRACTOR shall be responsible for licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

C. General Terms

All the vehicles, related accessories, equipment, and facilities required of CONTRACT shall be maintained, during the term hereof, by CONTRACTOR in good order, repair, and in a condition satisfactory to DIRECTOR. CONTRACTOR shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

CONTRACTOR shall supply sufficient and adequate vehicles, all maintained in good and clean condition, including air conditioning, lift-equipment, spare vehicles in the event of regularly assigned vehicle breakdown and a two-way communication dispatch system to ensure a consistent fulfillment with the terms of this CONTRACT. The cost of spare vehicles shall be included in CONTRACT'S actual overall SERVICE operating costs. CONTRACTOR'S equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to, the Americans with Disabilities Act (ADA).

Further, CONTRACTOR shall actively monitor its compliance with the above-mentioned equipment and shall at all times during the term of this CONTRACT ensure that such requirements are satisfied.

6. STORAGE AND MAINTENANCE FACILITIES

- A. CONTRACTOR shall provide appropriate fixed vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of SERVICE vehicle(s) and equipment. Facilities shall be located at \_\_\_\_\_, California.
- B. CONTRACTOR (or CONTRACTOR'S subcontractor approved by DIRECTOR) shall provide and maintain:
1. An enclosed work space sufficient to allow maintenance personnel to SERVICE vehicles and be protected from the weather.
  2. A paved shop floor capable of withstanding the maximum weight of the SERVICE vehicles.
  3. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for all SERVICE vehicles.
  4. A compressed air supply.
  5. Tire-changing equipment.
  6. Battery maintenance equipment and spare batteries.
  7. Vehicle lubrication equipment.
  8. All tools and equipment necessary to perform required preventive maintenance activities.
  9. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
  10. Facilities and equipment necessary to wash and clean the vehicles in accordance with CONTRACT.
  11. Adequate secured storage area for tools, equipment, and parts.

## 7. VEHICLE AND EQUIPMENT MAINTENANCE

### A. Vehicle Condition

All vehicles, vehicle equipment, and any other equipment necessary to provide SERVICE shall be maintained by CONTRACTOR to acceptable appearance standards and in good repair and condition satisfactory to DIRECTOR and in accordance with manufacturers recommended maintenance procedures as well as with applicable Federal and State regulations. CONTRACTOR shall maintain a "satisfactory" California Highway Patrol (CHP) terminal inspection rating throughout the life of this CONTRACT. If CONTRACTOR receives a rating of "unsatisfactory" from the CHP, CONTRACTOR shall so notify COUNTY immediately and outline steps which will be taken to correct deficiency(ies). CONTRACTOR shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

### B. Vehicle Appearance/Cleaning/Fumes

CONTRACTOR shall be responsible for maintaining the appearance of all vehicles. CONTRACTOR shall maintain an up-to-date record of all washings and major cleanings. Said record shall be made available to COUNTY upon request. Vehicle may be removed from SERVICE by COUNTY for unacceptable appearance.

#### 1. Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, mopped ("wet mop" process only), and dusted daily. Under no circumstances is the "hosing out" (water wash down) of vehicle interiors allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week including all windows, seats, floor, stanchions, and grab rails. All foreign matter such as gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner immediately upon discovery.

CONTRACTOR shall replace seat covers and/or seat boards which are worn or damaged and cannot be professionally repaired using materials which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly

cleaned weekly or more often as necessary. CONTRACTOR shall ensure that the interiors of vehicles will be kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at CONTRACTOR'S expense, to exterminate said pests in the event that they occur in the vehicles.

2. Vehicle Exterior

Exteriors of all vehicles shall be washed every other day (dry) (every day [rain]) to maintain a clean, inviting appearance. Exterior washing shall include vehicle body, all windows, and wheels. All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month or as necessary to maintain an attractive appearance. CONTRACTOR shall be responsible for maintaining the artwork on the exterior of the vehicles.

3. Fumes

The interior passenger compartments of vehicles shall at all times be free of fumes from the engine, engine compartment, and exhaust system of vehicles.

C. Daily Pretrip Vehicle Inspection and Servicing

Each vehicle shall receive a daily pretrip inspection by the operator (driver) prior to being placed in SERVICE. CONTRACTOR'S daily pretrip vehicle inspection report form shall be submitted to COUNTY for COUNTY'S approval. Daily pretrip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Daily pretrip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA compliance. A record of all such inspections shall be kept by CONTRACTOR and be submitted to COUNTY as required herein.

CONTRACTOR shall perform daily vehicle servicing on all vehicles used in SERVICE. Daily servicing shall include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and checking of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. CONTRACTOR shall document the daily vehicle servicing on the daily pretrip vehicle inspection report in written checklist format.

Each vehicle operator making an inspection shall be required to fill out an inspection report form and turn it into the maintenance supervisor. Prior to next pullout, CONTRACTOR shall repair or replace any vehicle which has defects and/or possesses a safety or operational problem.

D. Wheelchair Lifts or Ramps

CONTRACTOR shall inspect, maintain, and repair wheelchair lifts or ramps to assure their safe and proper operation and to ensure ADA compliance. Wheelchair lifts or ramps shall be fully operational whenever a vehicle is used in SERVICE. It is unlawful to assign revenue vehicles to SERVICE with defective lift/ramp equipment on concurrent days without repairs having been made.

E. Maintenance Program

1. General Scope

CONTRACTOR, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components and component rebuilding and replacement, along with the necessary SERVICE facilities, to provide the maintenance required for the operation of all equipment pursuant to this CONTRACT. CONTRACTOR shall be fully responsible for the maintenance of all vehicles, radios, passenger counters, and all equipment to be used to perform this CONTRACT in strict conformity to CHP regulations and orders. CONTRACTOR'S duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of DIRECTOR.

2. Vehicle Damage

CONTRACTOR shall, at its sole expense, cause any vehicle damaged, as a result of an accident, or otherwise, to be replaced or repaired immediately in case of damage impairing the proper and safe mechanical operation of the vehicle. All other vehicle damage resulting from any accident or otherwise shall be repaired within two weeks or as otherwise required by COUNTY, law, or regulation. If CONTRACTOR cannot complete the work within the time specified, CONTRACTOR shall notify COUNTY in writing of the reason for the delay and the estimated completion date. COUNTY, at its sole discretion, may extend the deadline. CONTRACTOR shall log and keep an accurate and up-to-date record of all vehicle repairs.

3. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles for SERVICE at the recommended vehicle manufacturer's specifications or as set forth by COUNTY. COUNTY will allow a window of plus or minus five hundred (500) miles for scheduled preventive maintenance as recommended by vehicle manufacturer's maintenance specifications. This window of five hundred (500) miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a three thousand (3,000)-mile interval, then CONTRACTOR would be allowed to perform the preventive maintenance at three thousand (3,000) miles, plus or minus five hundred (500) miles, six thousand (6,000) miles, plus or minus five hundred (500) miles, etc.

All scheduled and preventive maintenance must be completed in a timely manner, and CONTRACTOR shall keep all Work Order cards and a Preventive Maintenance Inspection Record on each vehicle indicating the date each inspection took place, a description of all work done to the vehicle, the parts and supplies used, employee I.D., and signatures of the mechanic who performed the work and the maintenance supervisor who inspected the work.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where CONTRACTOR'S employees observe that maintenance is needed in advance of the schedule. CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable buses, nor shall SERVICE be curtailed for the purpose of performing maintenance without prior written consent of COUNTY.

4. Brake Inspection/Adjustment

Brake inspections and adjustments on all vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system.

5. Heating and Air Conditioning (HVAC)

HVAC systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while in SERVICE. CONTRACTOR shall maintain the HVAC system in an operable condition at all times throughout the year.

6. Spare Parts

CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to maintain vehicles in operating condition at all times.

7. Vehicle Towing

In the event that towing of any SERVICE vehicle is required due to mechanical failure, damage, or any other reason, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR'S sole expense.

CONTRACTOR shall ensure that the requirements and procedures for towing vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, it is CONTRACTOR'S responsibility to directly supervise the subcontractor.

F. In-SERVICE Vehicle Breakdown

In the event of an in-SERVICE vehicle breakdown, the maximum response time for a substitute vehicle to be made available for the patrons to continue to their destination shall be 30 minutes.

COUNTY reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

G. Vehicle Maintenance Record Keeping

CONTRACTOR shall maintain an up-to-date vehicle file for each SERVICE vehicle containing, at a minimum, the following information:

1. Make
2. Model
3. Serial Number/Fleet Number
4. License Number
5. Date Received
6. Unit Repairs (mechanical)
7. PMI Reports
8. Daily Pretrip Vehicle Inspection Reports
9. Work Orders
10. Warranty Work
11. Major Mechanical Repair/Unit Replacement
12. Body/Interior Repairs (cosmetic)

CONTRACTOR shall make available and submit the entire file to COUNTY, the CHP, and/or other regulatory agency upon a request to do so at any time.

H. Maintenance Personnel

CONTRACTOR shall be responsible for providing personnel for effective maintenance of vehicles used in the performance of this CONTRACT as indicated below:

1. Maintenance personnel shall have thorough knowledge of:
  - a. Vehicle engines, automatic transmissions, and related mechanical devices.
  - b. Methods and procedures used in servicing mechanical equipment.
  - c. Vehicle chassis and bodies.
  - d. Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
  - e. Decimals, fractions, and specifics related to vehicle mechanics. Electrical schematics, pneumatic system as used in diagnosis of problems.
  - f. Specialized areas such as painting, upholstery, brake relining, air conditioning, and wheelchair lifts and ramps.
  - g. Vehicle electronics.
2. Maintenance personnel shall be able to:
  - a. Inspect and properly repair vehicle engines, transmission, and other parts.
  - b. Diagnose vehicle engine, transmission, and electrical system problems.

I. Applicable Vehicle Codes and Regulations

All vehicles utilized in SERVICE shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code for a bus. All parts of vehicles and all equipment

mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. CONTRACTOR shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each CONTRACTOR vehicle is required to be inspected annually by COUNTY and/or by CHP. COUNTY shall be immediately notified of inspections performed by a governmental agency other than COUNTY. The results of inspections shall be provided to COUNTY within 24 hours and any applicable signed certification shall be displayed or carried on the vehicles. CONTRACTOR shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise COUNTY of same.

## 8. RATES AND COMPENSATION

### A. Rates

#### 1. CONTRACTOR VEHICLES

COUNTY will pay CONTRACTOR on a monthly basis an amount equal to the sum of (a) the number of vehicle revenue hours provided with VEHICLES times \$\_\_\_\_\_, hereinafter referred to as "VEHICLE RATE" set forth in Exhibit C-2; less (b) any and all liquidated damages imposed pursuant to Section 14 C of this CONTRACT. A vehicle revenue hour is defined as the actual hours of service starting from the point of first pickup to the last drop-off based on hours determined by COUNTY needed to provide SERVICE described in Appendix A.

Unless otherwise provided for in this CONTRACT, the VEHICLE RATE above shall cover all costs of SERVICE provided by CONTRACTOR pursuant to this CONTRACT.

### B. Maximum Obligation

COUNTY'S maximum obligation under this CONTRACT is \$\_\_\_\_\_, or such greater sum as the Board may approve. COUNTY'S obligation under this CONTRACT is subject to availability of funds in its Fiscal Year 2002-03 and Fiscal Year 2003-04 budgets.

### C. Noncompensation

In the event CONTRACTOR is precluded from starting SERVICE described in this CONTRACT for those excusable reasons cited in Section 17 hereinafter, CONTRACTOR shall not receive compensation under this CONTRACT for the period of the excusable delay. If the excusable delay occurs following the start of regularly scheduled SERVICE, CONTRACTOR shall be compensated as specified in Section 8 A., above.

D. Liquidated Damages

COUNTY may impose liquidated damages on CONTRACTOR as described in Section 14 C. It is mutually understood and agreed that CONTRACTOR'S failure to meet operating performance standards will result in damages being sustained by COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, that the liquidated damages set forth in this CONTRACT are the nearest and most exact measure of damages for such breach that can be fixed at this time, and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR'S breach. COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

E. Financial Audit Settlement

If at any time during the term of CONTRACT or at any time after the expiration or termination of CONTRACT, authorized representatives of COUNTY or of any other agency funding this CONTRACT, conduct an audit of CONTRACTOR regarding the services provided to COUNTY per terms of the CONTRACT, and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment, or (2) at COUNTY'S option, credited against any future payments hereunder due to CONTRACTOR. If such audit finds that COUNTY'S dollar liability for services provided hereunder is more than payments made by COUNTY to the CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payments, provided that in no event shall COUNTY'S maximum obligation for CONTRACT, as set forth in CONTRACT, be exceeded.

9. CLAIMS FOR PAYMENT

CONTRACTOR shall submit COUNTY-provided monthly operation cost claims to COUNTY along with documentation thereof and all required reports in the form and number required by COUNTY no later than the 15th day of the following month for payment for SERVICE. Operating costs specified in Section 3 shall be submitted as amount due CONTRACTOR. Invoices shall be sent to:

Department of Public Works  
Fiscal Division  
Attention Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

Subject to acceptance and approval by COUNTY, payments will normally be made within 30 days.

## 10. MONITORING AND AUDITING SERVICE

### A. Monitoring SERVICE

In order to document SERVICE, CONTRACTOR shall maintain all project records, as requested by COUNTY, and as required for good business practices. CONTRACTOR shall monitor SERVICE, schedules, and ridership in a method approved by COUNTY. Based on this monitoring, CONTRACTOR shall indicate the need to maintain, reduce, or increase the frequency of operations. COUNTY shall have the right to have authorized COUNTY personnel board, at no cost to COUNTY, all vehicles utilized by CONTRACTOR in the performance of SERVICE for the purpose of monitoring SERVICE.

### B. Auditing and Inspection of SERVICE

CONTRACTOR shall permit authorized representative(s) of COUNTY to examine all data and records related to SERVICE or CONTRACTOR'S operation of any similar service upon request by COUNTY. All SERVICE records prepared by CONTRACTOR shall be owned by COUNTY and be made available to COUNTY at no additional charge.

Additional documentation of SERVICE may be provided through passenger surveys. These surveys may be administered by authorized representatives of COUNTY. It is the responsibility of CONTRACTOR to ensure the cooperation of all personnel with any operational procedures pertaining to survey work including the distribution of survey questionnaires, etc.

COUNTY, or any person authorized by COUNTY, shall at all times have access and the right to inspect CONTRACTOR'S equipment and facilities utilized in the performance of this CONTRACT.

## 11. PERSONNEL

CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees providing SERVICE and shall be solely responsible for payments of all employees and/or subcontractor wages and benefits.

COUNTY shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by CONTRACTOR. CONTRACTOR shall not, absent prior written notice to and consent by COUNTY, remove or reassign any of the key management personnel such as the Project Manager, as described below, at any time prior to or after execution of CONTRACT.

CONTRACTOR shall train all personnel who are likely to be in contact with the public to be courteous and give accurate information concerning the routes and schedules of SERVICE and SERVICE'S interfacing with other transit services in the vicinity. CONTRACTOR shall require that all personnel report all passenger complaints and/or operation problems to the Project Manager, as described below. A daily diary (log) shall be maintained for this purpose and shall be subject to inspection. Upon notice from COUNTY concerning the conduct, demeanor, or appearance of any person in the employment of CONTRACTOR, not conforming to the provisions contained herein, CONTRACTOR shall take all steps necessary to remove or alleviate the cause of the objection.

A. Project Manager

CONTRACTOR shall designate a Project Manager whose responsibility shall be to oversee the day-to-day operations of SERVICE. Said Project Manager shall have full authority to act for CONTRACTOR. The selection of the Project Manager is subject to the approval of COUNTY.

B. Supervisory Staff

Key members of additional supervisory staff (e.g., Manager of Operations, Manager of Maintenance) who shall play critical roles in the provision of SERVICE must be acceptable to COUNTY. A responsible senior employee of CONTRACTOR shall be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary.

C. Road Supervisor

CONTRACTOR shall employ a minimum of one road supervisor available at all times during scheduled hours of SERVICE.

D. Office Personnel

CONTRACTOR shall have personnel available at all times that SERVICE is operating capable of answering inquiries of the public and responding to complaints regarding SERVICE. CONTRACTOR shall also have personnel monitoring the two-way communication during all SERVICE hours.

E. Vehicle Operators

CONTRACTOR shall supply a sufficient number of properly licensed and qualified personnel to operate the equipment and to provide the required SERVICE. CONTRACTOR shall be responsible for the recruitment, drug and alcohol testing, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to SERVICE vehicle operators. Operators wages and work hours will be in accordance with Federal, State, and local regulations affecting such employment.

1. Operator Recruitment and Selection

CONTRACTOR shall review a current California Department of Motor Vehicle (DMV) report on all applicants who would operate SERVICE vehicles and shall reject any applicant who failed to appear in court for "driving under the influence." CONTRACTOR shall perform a background check on all applicants for vehicle operator and shall reject any applicant who has been convicted of any felony charge, which would affect the applicant's ability to perform as a vehicle operator in SERVICE.

CONTRACTOR shall check California DMV records (Pull Notice Program) at least every six months beginning at the start of SERVICE for accidents, vehicle code violations, and valid driver's licenses of those employees whose job requires them to operate SERVICE vehicles. CONTRACTOR shall notify COUNTY within five days of the results of said checks and corrective actions, if any, taken.

CONTRACTOR shall join the California DMV Pull Notice Program, whereby the CONTRACTOR shall be notified of any activity on a transit vehicle operator's driving record. Any operator exceeding the California DMV point system, or with a revoked or suspended license, will not be allowed to operate a SERVICE vehicle.

2. Operator Requirements

CONTRACTOR shall require and be responsible for each SERVICE vehicle operator in meeting the following requirements.

- a. Vehicle operators shall have a proper and valid California driver's license given the vehicle(s) they operate and a medical examination certificate, if required, given the vehicle they operate as well as any other licenses required by applicable Federal, State, and local regulations.
- b. Vehicle operators shall assist passengers confined to wheelchairs in boarding all vehicles and assist with tie downs.
- c. Vehicle operators shall be in uniform acceptable to COUNTY. Uniform shall include both shirt/blouse and slacks. Drivers shall wear name tags clearly displaying their names while performing their duties. While coats and hats are not required, if worn, they should match the uniform, and coats should display the operator's name tag.
- d. Vehicle operators shall assist passengers who have difficulty negotiating the steps of the vehicle.

- e. Regularly assigned vehicle operators or trained backup operators shall be available and on time daily to ensure consistent and reliable SERVICE.
- f. Each vehicle operator shall carry current certification of CPR and First Aid training at all times during vehicle operations.

3. Operator Training

CONTRACTOR shall be responsible for all vehicle operator training. CONTRACTOR training programs shall be conducted by a "certified" instructor and shall meet all Federal and State standards. At a minimum, the program shall include the following:

- a. Proper operation of the vehicle to be used in SERVICE including defensive driving and vehicle handling. Proper operation of destination signs, lifts and ramps, communication equipment, and other equipment to be used on vehicles.
- b. DMV regulations and company policies.
- c. SERVICE'S fare structure and policies.
- d. Accident and emergency procedures and reports.
- e. Public courtesy and empathy for all passengers, especially towards the needs of elderly and persons with disabilities.
- f. Training in special skills required to provide transportation to elderly and persons with disabilities.
- g. American Red Cross or COUNTY approved equivalent training for CPR and First Aid.

- h. CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this CONTRACT who shall be required to attend regularly scheduled safety meetings at least four times per year.

F. Maintenance Personnel

CONTRACTOR (or CONTRACTOR'S subcontractor approved by the Director) shall supply a sufficient number of properly qualified and "certified" personnel to maintain and service all VEHICLES for SERVICE or subcontract for maintenance services.

- 1. CONTRACTOR shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel. Wages and work hours shall be in accordance with Federal, State, and local regulations affecting such employment.

- a. Mechanic Recruitment, Selection, and Supervision

CONTRACTOR shall ensure that any mechanics working on the air-conditioning units are properly qualified (certified) and supervised by a mechanic having a minimum of two-years experience in transit vehicle air-conditioning diagnosis, service, and repair.

- b. Mechanic Training

CONTRACTOR shall ensure all mechanics are properly trained and certified in the operation and maintenance of the vehicles and equipment specified for SERVICE. CONTRACTOR shall provide mechanics with ongoing training in order to keep certifications current and to keep abreast of new maintenance techniques and equipment.

- 2. Subject to DIRECTOR'S approval, CONTRACTOR may subcontract for maintenance services.

- a. Contractor may subcontract with N/A for maintenance services.

12. MARKETING AND ADVERTISING

COUNTY will provide all marketing, public relations, and advertising materials. CONTRACTOR shall install such materials on the vehicles as requested by COUNTY and shall distribute literature on SERVICE vehicles as requested by COUNTY. The posting of service-related notices, etc., shall be subject to prior approval by COUNTY.

CONTRACTOR shall not place inside or outside any SERVICE vehicle any form of advertising unless directly authorized in writing by COUNTY. CONTRACTOR agrees to provide space and install signs furnished by DIRECTOR pursuant to CONTRACT for identification and promotional material at no cost to COUNTY on the side, front, back, and interior of the lift-equipped vehicles. The terms and conditions of such advertising shall be subject to approval by COUNTY. Proceeds of any advertisement shall be remitted to COUNTY by CONTRACTOR.

### 13. OPERATION DURING A DECLARED EMERGENCY

Upon declaration of any emergency by appropriate government representatives, COUNTY Sheriff is responsible for a number of transportation-related activities including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, CONTRACTOR shall cooperate with and deploy vehicles in a manner described by COUNTY Sheriff or local police.

### 14. OPERATING PERFORMANCE STANDARDS

#### A. Vehicles

CONTRACTOR shall operate SERVICE vehicles with due regard for the safety, comfort, and convenience of passengers and the general public.

#### B. SERVICE

CONTRACTOR shall provide SERVICE as approved by COUNTY including route modifications required as a result of a declared emergency. CONTRACTOR shall strive to maintain on-time performance. CONTRACTOR shall be required to attain certain levels of performance. Failure to achieve the performance levels, as outlined in this Section, may result in assessed liquidated damages and potentially the termination of CONTRACT.

CONTRACTOR shall strive at all times to provide SERVICE in a manner which will maximize productivity and at the same time maximize customer service. Recognizing that the goals of productivity and customer service may conflict, the following standards are intended to be reasonably attainable to CONTRACTOR, fair to the customer, and consistent with COUNTY expectations:

#### 1. On-time SERVICE

SERVICE shall be provided as scheduled or according to any adjusted schedule established by COUNTY including route modifications required as a result of a declared emergency. However, CONTRACTOR will not be held responsible for the failure to provide on-time SERVICE due to extraordinary weather or traffic conditions,

vehicle malfunctions that are clearly beyond CONTRACTOR'S control, naturally occurring disasters, or other reasonably unpredictable situations, if sufficient documentation is provided to COUNTY on a timely basis.

2. Road Calls

In the event of a vehicle failure, CONTRACTOR shall immediately deploy a vehicle to transport the passengers aboard the failed vehicle. All breakdowns shall be handled to ensure maximum availability of vehicles.

3. Complaints

Complaints shall be resolved as soon as possible but no later than two days. CONTRACTOR shall resolve complaints within two working days of being informed of such a complaint. In the event that a complaint is received by CONTRACTOR, CONTRACTOR shall take the complaint and forward such information to DIRECTOR within one working day.

4. Vehicles

If the CONTRACTOR has knowledge that any of the equipment hereinabove described will be nonoperational for a period of more than 24 hours during the term of the CONTRACT, CONTRACTOR shall notify DIRECTOR and CONTRACTOR shall arrange for substitute equipment as approved by DIRECTOR at no additional cost to COUNTY. However, in the event that any of the vehicles are estimated to be nonoperational for a prolonged period of time, CONTRACTOR shall furnish a substitute vehicle subject to all the conditions of CONTRACT.

If CONTRACTOR operates other vehicles, equipment, or facilities in conjunction with providing other services to be covered under this CONTRACT, which have excess capacity, CONTRACTOR may utilize said vehicles, equipment, and facilities to partially or completely satisfy this CONTRACT'S requirements herein, except said vehicles, equipment, and facilities shall meet all applicable provisions of this CONTRACT and shall not create unreasonable inconvenience to the patrons to be served under this CONTRACT including, but not limited to, applicable provisions herein regarding response times to requests for service.

### C. Liquidated Damages

It is mutually understood and agreed that CONTRACTOR'S failure to meet operating performance standards will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time, and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR'S breach. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

#### 1. On-time Performance

In the event CONTRACTOR fails to meet an on-time performance, it is agreed that COUNTY may at its sole discretion, assess against CONTRACTOR liquidated damages in the amount of Five Hundred and 00/100 Dollars (\$500.00) per incident, if within any 30-day period, any of the following incidents occur on a route after the occurrence of one substantiated incident on the same route during such 30-day period:

- a. A SERVICE trip departs in advance of schedule departure time at any designated time point.
- b. A SERVICE trip departs more than five (5) minutes following the time set forth for departure at any designated time point.
- c. A SERVICE trip fails to arrive at the timed transferring point five (5) minutes before the next departure from such transferring point is scheduled to occur.

2. Vehicles Not Available

In the event that specified number of regular SERVICE vehicles, not including backup, are not in service, it is agreed that COUNTY may, at its sole discretion, assess against CONTRACTOR liquidated damages in the amount of Five Hundred and 00/100 Dollars (\$500.00) per vehicle per day.

3. Excessive Complaints

In the event of any valid passenger's complaint, the liquidated damages will be One Hundred and 00/100 Dollars (\$100.00) per complaint. COUNTY and CONTRACTOR shall jointly determine which complaints are valid (i.e., as a result of CONTRACTOR'S actions which could have reasonably been prevented); however, the final decision on validity of passenger complaints shall rest with COUNTY.

4. Reporting

CONTRACTOR shall submit monthly reports including ridership, on-time performance, driver logs, safety, and Controlled Substance and Alcohol Testing Program, and marketing activities in the form and number approved by COUNTY within thirty (30) days after the end of each month unless more time is approved by COUNTY. National Transit Database Reports, as described in Section 15, shall be submitted within thirty (30) days after the end of each quarter. Liquidated damages of Fifty and 00/100 Dollars (\$50.00) per day may be assessed for late reports.

5. Shutdown of Vehicles

If any SERVICE vehicle is shutdown as a result of an unsatisfactory rating by the CHP, the liquidated damages will be Two Hundred and 00/100 Dollars (\$200.00) per day per vehicle during the shutdown.

6. Preventive Maintenance

One hundred percent (100%) of the Preventive Maintenance Inspections shall be performed every three thousand (3,000) miles or forty-five (45)-day intervals, whichever comes first, but in no case shall inspections exceed three thousand five hundred (3,500)-mile intervals. Failure to meet this standard will result in nonpayment for SERVICE miles or hours operated by vehicles exceeding the Preventive Maintenance Inspection intervals or Five Hundred and 00/100 Dollars (\$500.00), whichever is higher.

7. Deficient Vehicle Condition

In the event any SERVICE vehicle is rejected by COUNTY as a result of deficient mechanical condition or unacceptable vehicle appearance, Two Hundred and 00/100 Dollars (\$200.00) day/vehicle in liquidated damages will be assessed until the condition is corrected satisfactorily to COUNTY. If the CONTRACTOR has documentation indicating that the condition of the vehicle cannot be corrected due to the availability of parts, then COUNTY, at its sole discretion, may waive the liquidated damages.

8. Engine Smoke

If any SERVICE vehicle fails to pass a smoke test, the liquidated damages will be Two Hundred and 00/100 Dollars (\$200.00) per occurrence. If a vehicle received a complaint letter or compliance form from the California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such a letter or form, the liquidated damages will be Two Hundred and 00/100 Dollars (\$200.00) per occurrence. If such complaint is found to be without merit, COUNTY, at its sole discretion, may waive the liquidated damages. If a vehicle received a citation for smoke from California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such citation, CONTRACTOR shall be liable for the citation in addition to the above-liquidated damages.

9. Permanent Vehicle Rejection

In the event any SERVICE vehicle is rejected permanently by COUNTY as a result of vehicle condition, CONTRACTOR shall replace said vehicle and will be assessed Two Hundred and 00/100 Dollars (\$200.00) day/vehicle in liquidated damages until vehicle is replaced with one that is satisfactory to COUNTY.

15. SERVICE RECORDS AND REPORTS

A. General Requirements

CONTRACTOR shall maintain separate, complete, and accurate books, records, and reports which relate to SERVICE and as required herein.

CONTRACTOR shall retain all records relating to this CONTRACT for a minimum period of five (5) years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for

inspection by designated auditors of COUNTY and State of California at reasonable times during normal working hours.

CONTRACTOR shall maintain and make available to COUNTY, and/or appropriate State agencies, records pertaining to said SERVICE in accordance with the State Uniform System of Accounts.

B. Project Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of SERVICE, its requirements, and methods. These reports shall be submitted to COUNTY according to the established reporting schedule. Operational reports shall include, but are not limited to, the categories described below. CONTRACTOR shall prepare a format for each of the reports described below and submit the format to COUNTY for approval. CONTRACTOR shall be responsible for maintaining an adequate supply of each report form including the preparation of all necessary copies.

1. Trip Reports

CONTRACTOR shall cause each driver of each vehicle to prepare a daily report on a form approved by COUNTY indicating vehicle fleet number, mileage ("begin" and "end" odometer), time of departure and the time of arrival at time-points, the number of passengers that boarded each vehicle, and the amount of revenue collected on each vehicle and the number of wheelchair boardings. The report shall be on a circuit trip basis for each vehicle. The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall include an indication of average daily passengers and passengers per hour. The summary shall indicate any circuits that departed early or late in a format approved by COUNTY. CONTRACTOR shall submit the report no later than the 15th day of the following month.

2. SERVICE Reports

CONTRACTOR shall submit to COUNTY a report indicating the actual number of SERVICE hours, SERVICE miles, total vehicle hours, total vehicle miles operated, and fuel used (type and amount per vehicle). Such information shall be for each vehicle and shall be compiled on a daily basis for the period of a month and shall include a summary thereof. The report shall be submitted no later than the 15th day of the following month and shall be made in a format approved by COUNTY.

3. Daily Pretrip Vehicle Inspection Reports

CONTRACTOR shall cause each driver of each vehicle to perform a daily pretrip vehicle inspection and daily vehicle servicing, as required herein, and such inspection and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a SERVICE vehicle each day. A report of the weekly maintenance inspections, which supplement the daily pretrip inspections, shall be kept by CONTRACTOR, and a copy shall be submitted to COUNTY no later than the 15th day of the following month. The Daily Pretrip Vehicle Inspection Reports shall be retained on file by CONTRACTOR for a minimum of two (2) years.

4. Missed Trip Report

A summary report of missed trips for the month shall be submitted. The explanation for the missed trip(s) should be specified along with the dates and times, the vehicle and trip number, and the affected total revenue hours.

5. CHP Reports

CONTRACTOR shall provide COUNTY with copies of all CHP inspection reports within 24 hours of receipt.

6. Operational Problems and Passenger Complaint Reports

The Project Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to COUNTY by the working day following identification of the operational problem or receipt of such passenger complaint. CONTRACTOR shall submit to COUNTY a summary of problems and complaints no later than the fifteenth (15th) day of the following month.

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported by phone to COUNTY immediately. CONTRACTOR shall submit to COUNTY a written report describing the problems or complaints and action taken by the working day following identification of such problems or complaints.

7. Accident/Incident Data Reports

CONTRACTOR shall submit a monthly summary report of all accidents (collision and noncollision) involving SERVICE vehicles.

The monthly summary shall include the date, vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary shall also include cumulative accident data, which indicates the number of accidents per 100,000 vehicle miles. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any of the following accidents/ incidents:

- a. Collisions between a CONTRACTOR vehicle and any other vehicle, person, and/or object.
- b. Passenger accidents including falls while passengers are entering, occupying, or exiting the vehicle.
- c. Passenger disturbances, fainting, sickness, deaths, assaults, etc.
- d. Any accidents witnessed by CONTRACTOR'S operator(s).
- e. Vandalism to CONTRACTOR vehicle while in SERVICE.
- f. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against CONTRACTOR and/or COUNTY.
- g. Any passenger, driver, supervisor, and SERVICE complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, COUNTY shall be notified immediately (regardless of hour or day).

8. Financial Records

CONTRACTOR shall establish and maintain, within a separate account, all project revenue and expenditures and any other relevant financial records or documents.

16. INDEMNIFICATION AND INSURANCE

A. Independent Contractor Status

This CONTRACT is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and CONTRACTOR.

CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this CONTRACT are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY.

CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this CONTRACT.

B. Indemnification

The CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its special districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this CONTRACT.

C. Workplace Safety Indemnification

In addition to and without limiting the above indemnification, and to the extent allowed by law, CONTRACTOR agrees to defend, indemnify, and hold harmless COUNTY, its special districts, and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of the CONTRACTOR, its subcontractors or COUNTY, attributable to any alleged act or omission of CONTRACTOR and/or its subcontractors, which is in violation of any CalOSHA regulation. The obligation to defend, indemnify, and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. CONTRACTOR shall not be obligated to indemnify for liability and expenses arising solely from the active negligence of COUNTY. COUNTY may deduct from any payment otherwise due CONTRACTOR any costs incurred or anticipated to be incurred by COUNTY including legal fees and staff costs associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by CONTRACTOR under this CONTRACT.

#### D. Insurance

Without limiting the CONTRACTOR'S indemnification of COUNTY and during the term of this CONTRACT, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this CONTRACT. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to COUNTY as specified in Appendix C shall be delivered to Programs Development Division, Attention David Stringer, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this CONTRACT. Such certificates or other evidence shall:
  - a. Specifically identify this CONTRACT.
  - b. Clearly evidence all coverage required in this CONTRACT.
  - c. Contain the express condition that COUNTY is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general and automobile liability policies, adding COUNTY, its special districts, its officials, officers, and employees as insured for all activities arising from this CONTRACT.
  - e. Identify any deductibles or self-insured retentions for COUNTY'S approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to COUNTY with an A. M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

3. Failure to Maintain Coverage - Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this CONTRACT. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
4. Notification of Incidents, Claims, or Suits - CONTRACTOR shall report to COUNTY'S Project Manager:
  - a. any accident or incident relating to services performed under this CONTRACT, which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
  - b. any third-party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by CONTRACTOR under this CONTRACT.
  - c. any injury to a CONTRACTOR'S employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report."
  - d. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this CONTRACT.
5. Compensation for COUNTY Costs - In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
6. Insurance Coverage Requirements for Subcontractors - CONTRACTOR shall ensure any and all subcontractors performing services under this CONTRACT meet the insurance requirements of this CONTRACT by either:
  - a. CONTRACTOR providing evidence of insurance covering the activities of subcontractor, or

- b. CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

- 1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Complete Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) endorsed for all owned, hired, and nonowned vehicles in an amount as recommended by the Public Utilities Commission, but not less than the following:

- a. Seating capacity of sixteen (16) passengers or more (including driver) Five Million and 00/100 Dollars (\$5,000,000).
- b. Seating capacity of fifteen (15) passengers or less (including driver) One Million Five Hundred and 00/100 Dollars (\$1,500,000).
- c. Taxicabs as defined by Vehicle Code, Section 27908, a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per person, Three Hundred Thousand and 00/100 Dollars (\$300,000.00) per occurrence, and Fifty Thousand and 00/100 Dollars ((\$50,000.00) property damage or a combined single-limit of Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

A certificate evidencing such insurance coverage, and an endorsement naming COUNTY as additional insured thereunder, shall be filed with DIRECTOR prior to CONTRACTOR providing SERVICE hereunder.

- 3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California, or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide Workers'

Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

As a condition precedent to its performance pursuant to this CONTRACT, CONTRACTOR, by and through its execution of this CONTRACT, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this CONTRACT, and agrees to fully comply with said provisions.

4. CONTRACTOR(S)

Insurance requirements stated above apply to all CONTRACTOR subcontractor(s) as well as CONTRACTOR.

17. FORCE MAJEURE

CONTRACTOR shall not be charged, nor shall COUNTY demand from CONTRACTOR, damages because of failure in providing SERVICE due to unforeseeable cause beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of Federal and/or State governments, acts of COUNTY, or anyone employed by it, fires, floods, storms, strikes, and public road closures, but in every case the delay is excusable only for so long as and to the extent that the excusable delay continues.

In the event that CONTRACTOR is unable to provide SERVICE indicated due to any cause, it shall make a reasonable attempt to so notify the public patronizing SERVICE.

Whenever CONTRACTOR has notice or knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of SERVICE, CONTRACTOR shall immediately give notice to DIRECTOR and confirm by written notice thereof including all written information with respect thereto. CONTRACTOR shall consult with COUNTY to determine the best method or

course of action to alleviate or avoid any such delay and shall take such action thereafter in this matter as directed by COUNTY.

## 18. RENEGOTIATION AND TERMINATION BY COUNTY

A. COUNTY reserves the right to renegotiate the terms of this CONTRACT to reduce CONTRACTOR'S compensation in the event such reduction is necessary, in the sole discretion of the COUNTY, to achieve COUNTY budget reductions. Nothing in this paragraph is intended to diminish COUNTY'S right to terminate this CONTRACT as provided herein.

### B. For Convenience

COUNTY reserves the right to terminate all or any portion of this CONTRACT for COUNTY'S convenience upon giving 30 days written notice to CONTRACTOR.

### C. Causes

COUNTY will further have the right to terminate this CONTRACT in its entirety and all rights ensuring therefrom immediately upon the occurrence of one or more of the following:

1. The occurrence of any acts which operates to deprive CONTRACTOR of the rights, powers, licenses, permits, and authorities necessary for the proper conduct and operation of SERVICE for a period of thirty (30) days, or the filing by or against CONTRACTOR of any petition in bankruptcy, or any reorganization of CONTRACTOR pursuant to Chapters 10 or 11 of the Bankruptcy Act; provided, however, that any attempt upon the part of CONTRACTOR to make an assignment for the benefit of creditors shall constitute a breach of this CONTRACT and, thereupon, this CONTRACT shall become null and void and no right granted or conferred by this CONTRACT shall pass under said attempted assignment.
2. The abandonment or discontinuance by CONTRACTOR of SERVICE by any act or acts of CONTRACTOR without the prior written consent of COUNTY.
3. Any repeated or persistent violation on the part of CONTRACTOR'S agents, servants, or employees of the traffic rules and regulations of the State of California or disregard of the safety of persons using the vehicles.

4. The failure by CONTRACTOR to keep, perform, and observe any of the covenants, conditions, and terms of this CONTRACT.
5. Failure on the part of CONTRACTOR to maintain the quality of SERVICE required by the terms of this CONTRACT including, but not limited to, any cessation or diminution for any reasons whatsoever to maintain in its employ the personnel necessary to keep said SERVICE in operation and available for transporting passengers.
6. Failure to maintain the whole, or any portion, of CONTRACTOR'S vehicles, vehicle equipment, other equipment, or facilities in a manner satisfactory to DIRECTOR.
7. COUNTY determines that CONTRACTOR made a material misrepresentation in its proposal to procure this CONTRACT.

D. Payment after Termination Notice

In the event COUNTY terminates this CONTRACT as herein above provided, CONTRACTOR will be paid for SERVICE performed to the time of cancellation of this CONTRACT unless cancellation is due to any of the reasons specified in Section 18 C., in which case such payment will be reduced by any damages caused to COUNTY by acts of CONTRACTOR causing the cancellation. CONTRACTOR, in having accepted the terms of this CONTRACT, shall be deemed to have waived any and all claims for damages because of cancellation of this CONTRACT for any such reason.

19. DEFAULT BY CONTRACTOR

If CONTRACTOR fails to commence SERVICE within the time specified, in the manner specified, does or causes to occur any of the acts indicated in Section 18 C., or if CONTRACTOR is not carrying out the intent of this CONTRACT, COUNTY may serve written notice upon CONTRACTOR declaring CONTRACTOR in default and demanding satisfactory compliance with CONTRACT.

If CONTRACTOR does not comply with such notice within the time permitted by COUNTY, or after starting to comply, fails to continue complying to the satisfaction of COUNTY, COUNTY may complete and continue SERVICE by contracting for the unfinished SERVICE with another contractor, or providing for and continuing the SERVICE with its own personnel and/or equipment, or a combination thereof. In that event, the cost of completing SERVICE shall be charged against CONTRACTOR and may be deducted from any money due or becoming due from COUNTY. If the sum due CONTRACTOR under CONTRACT is insufficient for payment of costs of completion, CONTRACTOR shall pay to COUNTY all costs in excess of CONTRACT price.

The provision of this Section shall be in addition to all other rights and remedies available to COUNTY under law.

## 20. EMERGENCY IN-LIEU PERFORMANCE BY COUNTY

In the event that CONTRACTOR fails, neglects, or is unable to timely perform any SERVICE as specified herein, COUNTY, in its sole discretion, reserves the right, without waiving its right to terminate this CONTRACT or declare this CONTRACT in default, to provide such SERVICE, until such time as CONTRACTOR demonstrates to COUNTY'S satisfaction CONTRACTOR'S ability to perform. CONTRACTOR agrees to pay COUNTY for all of COUNTY'S costs thereof.

## 21. FUNDING

COUNTY may apply for and utilize Federal Transit Administration (FTA) funds for the funding of SERVICE described herein. CONTRACTOR agrees to be bound by all applicable FTA regulations and requirements in regard to FTA funds.

## 22. LABOR EMPLOYMENT AND NONDISCRIMINATION REQUIREMENTS

CONTRACTOR shall adhere to the following guidelines and requirements. Additional requirements may be imposed by Federal, State, regional, and COUNTY agencies, and/or funding partners.

### A. Labor and Employment

#### 1. Nondiscrimination in Employment

CONTRACTOR shall ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

CONTRACTOR shall allow COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by COUNTY.

If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this CONTRACT. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this CONTRACT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the antidiscrimination provisions of this CONTRACT.

The parties agree that in the event CONTRACTOR violates the antidiscrimination provisions of this CONTRACT, COUNTY shall, at its option, be entitled to a sum of Five Hundred and 00/100 Dollars (\$500.00) pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of canceling, terminating, or suspending this CONTRACT.

2. Assurance of Compliance with Civil Rights Laws

The CONTRACTOR hereby assures that it will comply with Subchapter VI or the Civil Rights Act of 1964, 42 USC, Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

3. Citizenship Laws

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing SERVICE hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless

COUNTY, its officers, and employees from employer sanctions and any other liability, which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this CONTRACT.

B. Nondiscrimination

No person shall, on the basis of ethnic group identification, religion, age, gender, color, physical or mental disability, be unlawfully subjected to discrimination under this CONTRACT and/or the SERVICES to be provided.

C. Solicitations for Subcontracts, Including Procurement of Material and Equipment

In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligations under this CONTRACT.

D. Sanctions for Noncompliance

In the event of CONTRACTOR'S noncompliance with the provisions of Section 22 of this CONTRACT, COUNTY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to CONTRACTOR under this CONTRACT until CONTRACTOR complies; and/or
2. Cancellation, termination, or suspension of this CONTRACT, in whole or in part.

E. Incorporation of Provisions

CONTRACTOR shall include all the provisions of Section 22 in every subcontract including procurement of materials and leases of equipment. CONTRACTOR shall take such action with respect to any subcontract or procurement as COUNTY may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request COUNTY to enter into such litigation to protect the interests of COUNTY.

### 23. DEBARRED CONTRACTOR

Throughout the duration of this CONTRACT, CONTRACTOR is obligated to inform COUNTY whether CONTRACTOR (including any of its officers and/or other person[s] or entities which have a controlling interest in CONTRACTOR) has been debarred and/or has been listed on any debarment of bidder list maintained by the United States Government, the State, and other local Governments. Failure to inform COUNTY may cause the termination of this CONTRACT in its entirety.

### 24. MODIFICATION

This CONTRACT fully expresses all understandings of the parties concerning all matters covered and shall constitute the total CONTRACT. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this CONTRACT, whether by written or oral understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this CONTRACT, which is formally approved and executed by the parties.

### 25. PRECEDENCE OF DOCUMENTS

To the extent that there exists a conflict between this CONTRACT and the documents incorporated herein by reference, the conflict shall be resolved by giving precedence in the following order:

- A. This CONTRACT.
- B. CONTRACTOR'S proposal for SERVICE.

### 26. CONTROLLED SUBSTANCE AND ALCOHOL TESTING

CONTRACTOR shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Appendix D or as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations, Part 653, "Control of Drug Use in Mass Transportation Operations," dated November 21, 1988, or as subsequently amended. CONTRACTOR'S policies may supersede policies specified in Appendix D only when they can be shown to DIRECTOR'S satisfaction to be more stringent than those policies shown in Appendix D. COUNTY will not indemnify CONTRACTOR for disciplinary actions imposed which exceed those specified in Appendix D. CONTRACTOR shall report results of the random testing and other associated tests to COUNTY on a quarterly basis on the form shown in Appendix E. Such reports shall be submitted to COUNTY within 15 days after the end of the quarter.

27. NONWAIVER OF CONDITIONS

The failure of COUNTY to insist upon strict performance by CONTRACTOR of any provision hereunder in any one or more instances shall not constitute a waiver of such provision by COUNTY, nor shall, as a result, the COUNTY relinquish any rights, which it may have under this CONTRACT.

28. INTERPRETATION

This CONTRACT shall be construed in accordance with and governed by the laws of the State of California.

29. COMPLIANCE WITH LAWS

The parties agree to be bound by all applicable Federal, State, and local laws, ordinances, regulations, and directives insofar as they pertain to the performance of this CONTRACT including, but not restricted to, those relating to labor and safety.

30. TAXES AND OTHER CHARGES

CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities, improvements, fixtures, or upon its operation hereunder. CONTRACTOR shall also pay all license or permit fees necessary or required by law for the conduct of its operations hereunder.

31. NOTICES

A. Notices, except for invoices, to COUNTY shall be addressed as follows:

Director of Public Works  
County of Los Angeles  
Attention Transit Operations Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

B. Notice to CONTRACTOR shall be addressed as follows:

Santa Clarita Valley Committee on Aging Corporation  
22900 Market Street  
Attention Mr. Brad Berens  
Santa Clarita, CA 91321-3608

### 32. ASSIGNMENT OR TRANSFER

CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of this CONTRACT or its rights, title, or any interest therein, in whole or in part, or its power to execute this CONTRACT, to any person, company, or corporation without the prior written consent of COUNTY.

### 33. NONCONFLICT WITH LOCAL, STATE, AND FEDERAL LAWS

Nothing herein shall be in conflict with or modify CONTRACTOR'S obligation to comply with the requirements of local, State, and Federal laws such as FTA, ADA, Department of Transportation, or other applicable laws.

### 34. COUNTY LOBBYISTS

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyists Ordinance shall constitute a material breach of this CONTRACT upon which COUNTY may immediately terminate or suspend this CONTRACT.

### 35. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM

Should CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' GAIN Program who meet CONTRACTOR'S minimum qualifications for the open position.

COUNTY will refer GAIN participants by job category to the CONTRACTOR.

### 36. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this CONTRACT.

### 37. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agency with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to CONTRACTOR'S performance pursuant to this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue that same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 38. PROHIBITION AGAINST USE OF CHILD LABOR

CONTRACTOR shall:

- A. Not knowingly sell or supply to COUNTY any products, goods, supplies, or other personal property or manufactured in violation of child labor standards used by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,
- B. Upon request by COUNTY, provide the country/countries of origin of any products, goods, supplies, or other personal property CONTRACTOR sells or supplies to COUNTY; and,
- C. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies, or other personal property sold or supplied by CONTRACTOR to COUNTY are produced in violation of any international child labor conventions, CONTRACTOR shall immediately provide an alternative, compliant source of supply.

Failure by CONTRACTOR to comply with provisions of this clause will be grounds for immediate cancellation of this CONTRACT.

### 39. CHILD SUPPORT LAWS

#### A. COUNTY'S Policy on Child Support Laws

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post the COUNTY'S L.A.'s Most Wanted: Delinquent Parents List in a prominent position at CONTRACTOR'S place of business. COUNTY will supply CONTRACTOR with the poster to be used.

#### B. Child Support Compliance Program

As required by the COUNTY'S Child Support Compliance Program (County Code, Chapter 2.200), CONTRACTOR shall maintain compliance with Employment and Wage Reporting requirements as required by the Federal Social Security Act (42 USC, Section 653) and California Unemployment Insurance Code, Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031, and Family Code, Section 5246(b).

#### C. Termination for Noncompliance with Child Support Requirements

CONTRACTOR shall maintain compliance with requirements of COUNTY'S Child Support Compliance Program as certified in the CONTRACTOR'S Child Support Compliance Program Certification and as set forth in this CONTRACT. Failure of CONTRACTOR to maintain compliance with these requirements will constitute a default under this CONTRACT.

Failure to cure such a default within ninety (90) days of notice by COUNTY shall be grounds upon which COUNTY may give notice of termination and terminate this CONTRACT.

### 40. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

#### 41. COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR'S performance under this CONTRACT on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all CONTRACT terms and performance standards. CONTRACTOR deficiencies, which COUNTY determines are severe or continuing and that may place performance of this CONTRACT in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this CONTRACT or impose other penalties as specified in this CONTRACT.

#### 42. RECYCLED-CONTENT PAPER PRODUCTS

Consistent with Board policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled content paper to the maximum extent possible under this CONTRACT.

#### 43. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the COUNTY'S policy to conduct business only with responsible contractors.
- B. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code (Appendix G), if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the CONTRACT, debar CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- C. COUNTY may debar a contractor if the Board finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- D. If there is evidence that CONTRACTOR may be subject to debarment, Public Works will notify CONTRACTOR in writing of the evidence, which is the

basis for the proposed debarment, and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of CONTRACTOR.

#### 44. JURY SERVICE PROGRAM

- A. This CONTRACT is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
- B. Written Employee Jury Service Policy
  - 1. Unless CONTRACTOR has demonstrated to COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
  - 2. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand and

00/100 Dollars (\$50,000.00) or more in any twelve (12)-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by COUNTY. If CONTRACTOR uses any subcontractor to perform services for COUNTY under this CONTRACT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when this CONTRACT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR, at any time, either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this CONTRACT and at its sole discretion, that CONTRACTOR demonstrate to COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR'S violation of this Section of this CONTRACT may constitute a material breach of this CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate this CONTRACT and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### 45. DEFINITIONS

The following terms as may be used in this CONTRACT are defined as follows:

ADA	Americans with Disabilities Act of 1990.
Approval by, or	These terms indicate that the approval or specific permission of COUNTY or DIRECTOR must be sought by CONTRACTOR prior to taking the action conditioned by such approval.

Board of Supervisors	The Board of Supervisors of the County of Los Angeles.
CFR	Code of Federal Regulations.
CONTRACTOR	A person, firm, or corporation with whom COUNTY is contracting for SERVICE.
Days, days,...day and words of similar import	All time periods referred to in period, month, and day of this CONTRACT shall be calculated as calendar days.
DOT	Department of Transportation.
DIRECTOR	The Director of Public Works or his designee.
FTA	Federal Transit Administration.
MTA	Los Angeles County Metropolitan Transportation Authority or its successors.
Project Manager	Individual designated by CONTRACTOR to act as liaison with COUNTY.
Provide, furnish, and words of similar import	Unless context otherwise provides, these terms shall be understood to be preceded by the meaning "CONTRACTOR shall ..."
RFP Response	CONTRACTOR'S response to COUNTY'S Request for Proposals. This is the CONTRACTOR'S proposal.

46. GRATUITOUS WORK

CONTRACTOR agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by CONTRACTOR, and CONTRACTOR shall have no claim, therefore, against COUNTY.

47. NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by CONTRACTOR after the expiration or other termination of this CONTRACT.



IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed and attested by their respective officers, duly authorized by Santa Clarity Valley Committee on Aging Corporation on \_\_\_\_\_, 2000, and by COUNTY OF LOS ANGELES on \_\_\_\_\_, 2000.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Chair, Board of Supervisors

By \_\_\_\_\_  
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
DEPUTY

ATTEST:

By \_\_\_\_\_  
PRESIDENT/VICE PRESIDENT

By \_\_\_\_\_  
SECRETARY/ASSISTANT SECRETARY

## APPENDIX B

### MINIMUM REQUIRED VEHICLE SPECIFICATIONS

- A minimum seating capacity of eighteen (18) passengers.
- Wheelchair lift equipped.
- Americans with Disabilities Act compliant securement system for two (2) wheelchair passengers
- Meet all Americans with Disabilities Act of 1990 requirements.
- Complete inside and/or outside signage for SERVICE.
- Communication equipment for SERVICE.

## APPENDIX C

### EVIDENCE OF INSURANCE PROGRAMS

CONTRACTOR shall submit to COUNTY evidence of satisfactory insurance programs and vehicle(s) information as required below:

1. Certificate of insurance which specifically identifies this CONTRACT and which includes, but not be limited to, the following:
  - a. Full name of the insurer.
  - b. Name and address of the insured.
  - c. Full name and address of program (Example: Hometown Happy Seniors Dial-A-Ride).
  - d. Insurance policy number.
  - e. Type(s) and limit(s) of liability coverage.
  - f. Certificate issue date.
  - g. Certificate expiration date.
  - h. Condition that the insurer shall notify COUNTY in writing at least forty-five (45) days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will "endeavor to mail notice" or "intends to notify" are not acceptable.
  - i. Signature of an agent authorized to do business with the insurer.
2. The following information for each of the insured vehicle(s):
  - a. Vehicle make.
  - b. Vehicle model.
  - c. Vehicle year.
  - d. Vehicle license number.
  - e. Vehicle identification number.
  - f. Vehicle seating capacity.

## APPENDIX D

### CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

1. Substance Abuse Testing

It shall be the duty of CONTRACTOR to take all steps feasible to ensure that those employed personnel, independent contractors', or subcontractors' employees servicing or operating SERVICE vehicles pursuant to this CONTRACT do not perform those functions under the influence of alcohol, controlled substances, or medication, which impairs their judgment or physical ability.

In meeting this duty, CONTRACTOR shall, at a minimum, do the following:

- a. Promulgate and Distribute to All Personnel a Written Policy Statement Prohibiting Servicing or Operating SERVICE Vehicles While Under the Influence of Alcohol, Controlled Substances, or Any Medication Which Impairs Judgment or Physical Ability.

The written policy statement shall indicate CONTRACTOR'S intention to: (1) initiate substance abuse testing as described hereinbelow; (2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating SERVICE vehicles pending review pursuant to the procedure described hereinbelow; and (3) absent overruling on review to permanently prohibit such person from servicing or operating SERVICE vehicles.

- b. Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests.

- (1) Preemployment testing of job applicants, independent contractors', and subcontractors' employees all as part of the preemployment physical examination.

Urine and/or blood samples will be taken as part of the preemployment physical examination process and will be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or

blood of any job applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than 0.08 percent shall likewise require denial of the job application.

If CONTRACTOR, at any time during the period of this CONTRACT, uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the SERVICE vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing "positive" for controlled substance use or blood alcohol concentration in excess of 0.08 percent.

- (2) Mandatory drug testing within three (3) hours of a traffic accident or incident giving rise to a suspicion of substance abuse.

CONTRACTOR shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors', or subcontractors' employees involved in a traffic accident while operating a SERVICE vehicle within as short a time as possible following the accident and in no event to exceed three (3) hours thereafter.

CONTRACTOR shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors', or subcontractors' employees servicing or operating a SERVICE vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. CONTRACTOR shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

In addition to the testing required under Subsection 1.B.1 hereinabove, the testing required pursuant to this subsection shall include testing for the presence of prescription drugs and other over-the-counter medications, which are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, pain killers, mood elevators, and psychotropics.

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of 0.08 percent shall be immediately suspended from servicing or operating SERVICE vehicles pending review pursuant to the review procedure set forth hereinbelow. In the absence of an overruling of the suspension pursuant to the review procedure, CONTRACTOR shall permanently prohibit these individuals from servicing or operating SERVICE vehicles pursuant to this CONTRACT.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 but less than 0.08 percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination and other physical abilities shall be immediately suspended from servicing or operating a SERVICE vehicle for a period of twenty-four (24) hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

(3) Nondiscretionary, Random Substance Abuse Testing.

CONTRACTOR shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate SERVICE vehicles pursuant to this CONTRACT and place their names in a data pool susceptible to truly random accessibility either physically as by placement of cards in a tumbler or by programming of an information retrieval system.

Names of individuals shall be chosen for random testing on a schedule designed to test twenty-five percent (25%) of the relevant personnel and affected other personnel quarterly, which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have more than six (6) hours notice prior to his or her appointment for the test.

The testing shall take place on company time at a location that does not require the person tested to expend more personal time in traveling to or from the testing site than would otherwise be expended in traveling to or from a work location.

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection B.1. Upon

evidence of a blood-alcohol level in excess of 0.08 percent or of the presence of any controlled substance in any tested individual, CONTRACTOR shall immediately suspend that individual from servicing or operating a SERVICE vehicle pursuant to this CONTRACT.

If the finding of substance abuse is not overruled upon review, CONTRACTOR shall permanently prohibit any such individual from servicing or operating SERVICE vehicles pursuant to this CONTRACT.

(4) Double Testing.

All urine and/or blood samples taken for the testing described hereinabove, which test positive, shall be processed twice for each subject substance. In those cases where it is necessary to perform a second test on a urine sample, the second test shall use a different methodology to assure the validity of the results.

No disciplinary action set forth herein shall be taken unless the urine or blood tests "positive" for the subject substance in each test.

(5) Notification of Suspension and Intent to Prohibit Servicing or Operating Vehicles or Performance of Function with Potential Impact Upon Public Safety.

CONTRACTOR shall, upon receipt of substance abuse test results warranting action hereinunder, notify the subject individual of his immediate suspension and of CONTRACTOR'S intention to prohibit performance of specified duties. CONTRACTOR is not required hereby to terminate employment of the individual all together.

c. Institute a Review Procedure.

CONTRACTOR shall provide use of a meeting room and, as to the employee Board member, paid time for the convening of a drug-testing Review Board on an as-needed basis.

An individual must request a review in writing and must deliver that request to any superior within two (2) business days of receipt of the notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

The Board shall consist of a member appointed by CONTRACTOR, an employee representative (who shall be an employee of CONTRACTOR), and a third party chosen by the other two (2).

The Board shall decide upon the consequences of the substance testing set forth in Subsection B above within one (1) week of receipt of the request for review.

The Board shall hold short hearings at which the individual tested shall have the opportunity to dispute the fact of substance abuse and present evidence of extenuating circumstances.

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

The Board may make ex parte inquiries to COUNTY Health officials with respect to any review proceeding.

The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within a week of the hearing. A two-thirds vote is required to overrule CONTRACTOR'S intended work prohibition.

The decision shall be written, but need not be a formal document.

2. Confidentiality.

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by CONTRACTOR. The confidentiality shall be of a limited nature. The files will not be available for public inspection, and the information therein shall not be otherwise published. COUNTY shall have access thereto however. Statistics generated therefrom without specific reference to individuals may be published or made available for public inspection, and CONTRACTOR will not refuse to honor a criminal or civil subpoena relative thereto.

3. Liability.

COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its officers, agents, and employees from and against any and all liability, expense, including defense costs and legal fees and claims for damages arising from the institution of legal proceedings challenging the right of CONTRACTOR to subject its employees to mandatory random drug and alcohol abuse testing or to require its subcontractors to do the same.

**APPENDIX E**

**LOS ANGELES COUNTY MANDATORY  
CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM  
QUARTERLY REPORT**

**CONTRACTOR:** \_\_\_\_\_

**Reporting Period:** \_\_\_\_\_

**Agreement/Contract No.** \_\_\_\_\_

**Project:** \_\_\_\_\_

A requirement of the subject Agreement or contract is the mandatory quarterly drug testing program. Please complete and submit (1) one of these forms no later than fifteen (15) days after the end of each quarter.

**FAX to:** (626) 458-3192

or

**MAIL to:** County of Los Angeles Department of Public Works  
Attention Transit Operations Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

<b>I. <u>RANDOM TESTING</u></b>	<b><u>DRIVERS</u></b>	<b><u>MECH.</u></b>	<b><u>OTHER</u></b>	<b><u>TOTAL</u></b>
a. Number of drivers and mechanics assigned to project this quarter	_____	_____	_____	_____
b. Number of random test [twenty-five percent (25%) minimum]	_____	_____	_____	_____
c. Number of positive tests results	_____	_____	_____	_____
d. Number of positive second tests	_____	_____	_____	_____
e. Action taken due to second positive tests	_____	_____	_____	_____
<hr/>				
<hr/>				
<b>II. <u>PREEMPLOYMENT TESTING</u></b>				
a. Number of potential employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Action taken on positive tests	_____	_____	_____	_____
<hr/>				
<hr/>				
<b>III. <u>INCIDENT-RELATED TESTING</u></b>				
a. Number of employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Number of positive second tests	_____	_____	_____	_____
d. Action taken due to second positive tests	_____	_____	_____	_____
<hr/>				
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Prepared By \_\_\_\_\_ Date \_\_\_\_\_

## Appendix F

### REQUIRED FORMS

#### Exhibit

- A-1 **Not Applicable**
- A-2 Proposer Information Sheet
- A-3 Noncollusion Affidavit
- A-4 Avoidance of Conflict of Interest, Equal Employment Opportunity Certification, and Lobbyist Ordinance Affidavit
- B Proposer's Industrial Safety Record
- C-1 Proposal to the Board of Supervisors
- C-2 **Not Applicable**
- D-1 Community Business Enterprise Sanctions
- D-2 Community Business Enterprise Participation
- E Attestation of Willingness to Consider GAIN Participants
- F **Not Applicable**
- G-1 Child Support Compliance Program Certification
- G-2 Principal Owner Information Form
- H Vehicle Appearance / Cleanliness Checklist
- I-1 **Not Applicable**
- I-2 **Not Applicable**

**PROPOSER INFORMATION SHEET**

All information shall be typed or printed legibly.

**PART A** - Complete the appropriate portion below:

1. Proposer is an INDIVIDUAL:

Name of Individual \_\_\_\_\_  
(First Name, Middle Initial, Last Name)

Doing Business As \_\_\_\_\_

2. Proposer is a CORPORATION:

Exact Legal Business  
Name of Corporation \_\_\_\_\_

Name of President \_\_\_\_\_

Name of Secretary \_\_\_\_\_

Name of Treasurer \_\_\_\_\_

Name of Manager \_\_\_\_\_

3. Proposer is a LIMITED PARTNERSHIP:

Exact Legal Business  
Name of Limited Partnership \_\_\_\_\_

Name of persons or parties composing the Limited Partnership  
(Indicate whether an individual or corporation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSER INFORMATION SHEET (Cont.)**

4. Proposer is a GENERAL PARTNERSHIP:

Exact Legal Business

Name of General Partnership \_\_\_\_\_

Names of person or parties composing the General Partnership  
(Indicate whether an individual or corporation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Proposer is a JOINT VENTURE:

Exact Legal Business

Name of Joint Venture \_\_\_\_\_

Names of persons or parties composing the Joint Venture  
(Indicate whether an individual or corporation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART B** - Complete the following:

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

Facsimile Number \_\_\_\_\_

License Number \_\_\_\_\_

Public Utilities Commission  
Permit Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

**AVOIDANCE OF CONFLICT OF INTEREST, EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATIONS, AND LOBBYIST ORDINANCE AFFIDAVIT**

**1. AVOIDANCE OF CONFLICT OF INTEREST CERTIFICATION**

Section 2.104.295 of the County Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below unless the Los Angeles County Board of Supervisors finds that special circumstances exist, which justify the approval of such contract:

- a. Employees of the County or public agencies for which the Board of Supervisors is the governing body;
- b. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners, or major shareholders;
- c. Persons who, within the immediately preceding twelve (12) months, come within the provisions of Subsection (a), and who
  - A. Were employed in positions of substantial responsibility in the area of Service to be performed by the contract, or
  - B. Participated in any way in developing the contract or its Service specifications;
- d. Profit-making firms or businesses in which the former employees described in Subsection (c) serve as officers, principals, partners, or major shareholders;
- e. Persons or profit-making firms or businesses which have employed or retained the services of persons described in (a) or (c) above to assist them in the preparation of a bid or proposal.

In addition, the agreement resulting from this Request for Proposals will contain a provision similar to the following:

**CONFLICT OF INTEREST:** No County employee whose position with the County enables him or her to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by consultant herein or have any other direct or indirect financial interest in this Contract.

Proposer certifies that its submittal of the attached proposal is in compliance with the above provisions of the County Code and the proposed Contract language.

**AVOIDANCE OF CONFLICT OF INTEREST, EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATIONS, AND LOBBYIST ORDINANCE AFFIDAVIT (Cont.)**

**2. PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

In accordance with provisions of the County Code of the County of Los Angeles, the consultant, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or gender and in compliance with all antidiscrimination laws of the United States of America and the State of California.

(Circle Answer)

- a. The Proposer has a written policy statement prohibiting any discrimination in all phases of employment?  
Yes                      No
- b. The Proposer periodically conducts a self analysis or utilization analysis of its work force?  
Yes                      No
- c. The Proposer has a system for determining whether its employment practices are discriminatory against protected groups?  
Yes                      No
- d. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.  
Yes                      No

**3. LOBBYIST ORDINANCE AFFIDAVIT**

AFFIANT DEPOSES AND STATES: That each County lobbyist, as defined by Los Angeles County Code, Section 2.160.010, retained by the Proposer, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

\_\_\_\_\_  
Name and Title of Signed      (Please print or type)

\_\_\_\_\_  
Signature                                      Date